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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION

3 POINT DISTRIBUTION, LLC dba
EZEKIEL, a California limited liability
company,

Plaintiff,

v.

CAFEPRESS.COM, INC., a
California corporation,

Defendant.

CAFEPRESS.COM, INC., a
Delaware corporation,

Counterclaimant,

v.

3 POINT DISTRIBUTION, LLC, dba
EZEKIEL, a California limited liability
company,

Counterdefendant.

Case No. SACV 07-0432 AG (ANx)

~~PLAINTIFF'S PROPOSED~~
PRELIMINARY INJUNCTION

Pursuant to the Court's Order Granting Plaintiff's Motion for Preliminary Injunction entered February 25, 2008, and in accordance with Rule 65 of the Federal Rules of Civil Procedure,

1 **IT IS ORDERED** that pending final judgment in this case, Defendant
2 CafePress.com, Inc., its officers, directors, servants, employees, attorneys,
3 agents, representatives, brokers, and distributors, and all persons in active
4 concert or participation with it, are restrained and enjoined from:

5 (a) In response to a website visitor's entry of the word "EZEKIEL"
6 into a search bar at the web site hosted at
7 <http://www.cafepress.com>, offering for sale, advertising, or
8 otherwise soliciting sales of merchandise by displaying
9 electronically generated images of merchandise adorned with
10 the word "EZEKIEL", whether alone or in combination with any
11 other letters, words, designs, that so resemble Plaintiff's
12 "EZEKIEL" trademarks as to be likely to cause confusion,
13 deception or mistake on, or in connection with, the manufacture,
14 distribution, advertising, offering for sale, and/or sale, of
15 products not belonging to Plaintiff or not authorized by Plaintiff
16 to be sold in connection with Plaintiff's EZEKIEL trademarks;

17 (b) Using the word "EZEKIEL," whether alone or in combination with
18 any other letters, words, or designs, that so resemble Plaintiff's
19 "EZEKIEL" trademarks as to be likely to cause confusion,
20 deception or mistake on, or in connection with, the manufacture,
21 distribution, advertising, offering for sale, and/or sale, of any
22 product, including t-shirts, sweatshirts, and hats, not belonging
23 to Plaintiff or not authorized by Plaintiff to be sold in connection
24 with Plaintiff's EZEKIEL trademarks;

25 (c) Enabling others, through Defendant's website or website hosted
26 by Defendant, to offer for sale, sell, advertise or otherwise solicit
27 sales by using the word "EZEKIEL," whether alone or in
28 combination with any other letters, words, or designs, that so

1 resemble Plaintiff's "EZEKIEL" trademarks as to be likely to
2 cause confusion, deception or mistake on, or in connection with,
3 the manufacture, distribution, advertising, offering for sale,
4 and/or sale, of any product, including t-shirts, sweatshirts, and
5 hats, not belonging to Plaintiff or not authorized by Plaintiff to be
6 sold in connection with Plaintiff's EZEKIEL trademarks;

- 7 (d) Shipping, delivering, or distributing products bearing the word
8 "EZEKIEL," whether alone or in combination with any other
9 letters, words, or designs, that so resemble Plaintiff's "EZEKIEL"
10 trademarks as to be likely to cause confusion, deception or
11 mistake on, or in connection with, the manufacture, distribution,
12 advertising, offering for sale, and/or sale, of any product,
13 including t-shirts, sweatshirts, and hats, not belonging to Plaintiff
14 or not authorized by Plaintiff to be sold in connection with
15 Plaintiff's EZEKIEL trademarks.

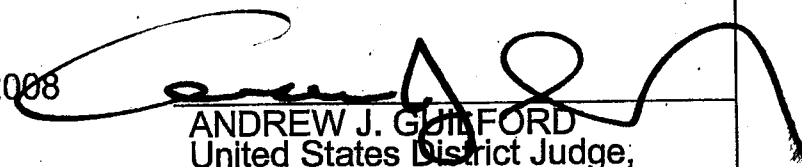
16 **IT IS FURTHER ORDERED** that subject to the foregoing, this injunction
17 shall not otherwise restrain or otherwise enjoin use of the word "EZEKIEL" in
18 its primary sense as one's given name, the religious figure or so-entitled book
19 of Judeo-Christian lore.

20 **IT IS FURTHER ORDERED** that the foregoing injunction shall issue and
21 take effect upon Plaintiff's posting of security in the amount of \$1,000,000,
22 which sum shall secure the payment of such costs and damages not to
23 exceed the sum as may be suffered by Defendant if found to be wrongfully
24 restrained;

25 **IT IS FURTHER ORDERED** that upon receiving notice that the
26 foregoing security has been posted, Defendant shall provide the Court and
27 Plaintiff with the proof of its full compliance with the Injunction no later than
28 fifteen (15) court days.

1 **IT IS FURTHER ORDERED** that upon receiving notice that the
2 foregoing security has been posted, Defendant shall notify all of its officers,
3 directors, servants, employees, attorneys, agents, representatives, brokers,
4 and distributors, and all persons in active concert or participation with it of
5 this Injunction.

6
7 DATED: MARCH 17, 2008


ANDREW J. GIFFORD
United States District Judge,
Central District Of California,
Santa Ana Division